

STATE OF MAINE  
PENOBSCOT, SS

SUPERIOR COURT  
CIVIL ACTION  
DOCKET NO. CV-14-19

STATE OF MAINE,

Plaintiff

v.

GLENN A. GEISER, JR.,  
BANGOR CAR CARE, INC.,  
BUMPER2BUMPER, INC., and  
MY MAINE RIDE,

Defendants

FIRST AMENDED COMPLAINT  
(Injunctive Relief Requested)

## I. INTRODUCTION

1. Attorney General Janet T. Mills brings this action in the name of the State of Maine against Glenn A. Geiser, Jr., Bangor Car Care, Inc., Bumper2Bumper, Inc., and My Maine Ride, pursuant to the Maine Unfair Trade Practices Act, 5 M.R.S. §§ 205-A – 214 (the “UTPA”), seeking permanent injunctive relief, restitution, civil penalties, costs and attorney’s fees.

## II. PARTIES

2. Plaintiff, State of Maine (the “State”), is a sovereign state that brings this action by and through its Attorney General, pursuant to 5 M.R.S. §§ 191 and 209 and the powers vested in her by common law.

3. Defendant Glenn A. Geiser, Jr. (“Geiser”) is, and was, at all material times engaged in the business of selling used cars as the general manager of Bangor Car Care, Inc., and later as the owner and general manager

of Bumper2Bumper, Inc. and My Maine Ride. At all times material to this Complaint, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. His business address is 170 Washington Street, Bangor, Maine 04401.

4. Defendant Bangor Car Care, Inc. ("BCC") is a Maine corporation that was formerly a licensed dealership in the business of selling used cars at its principal location in or near Bangor, Maine, and at several annex locations. Geiser was its general manager. His mother is its sole shareholder and officer. BCC was administratively dissolved by the Secretary of State on August 15, 2013.

5. Bumper2Bumper, Inc. ("B2B") is a Maine corporation that was formerly a licensed dealership in the business of selling used cars at its principal location on 170 Washington Street in Bangor, Maine, and at several annex locations. Geiser is its sole officer and shareholder, and its alter ego. B2B was administratively dissolved by the Secretary of State on August 13, 2013.

6. Defendant My Maine Ride ("MMR") is a Maine corporation that is a licensed dealership in the business of selling used cars at its principal location on 170 Washington Street in Bangor, Maine, and formerly at an annex location in Lewiston. Based on information and belief, Geiser is its sole officer and shareholder, and its alter ego.

7. Any act that is attributed to Geiser in this Complaint includes any act of any employee, agent, and/or representative acting on his behalf, as

well as any defendant entity named herein through which he has operated his business, unless otherwise noted.

### III. JURISDICTION AND VENUE

8. This Court has personal jurisdiction over the parties, and jurisdiction over this action pursuant to 4 M.R.S. § 105 and 5 M.R.S. § 209.

9. Venue is properly laid in Penobscot County pursuant to 5 M.R.S. § 209.

### IV. STATUTORY BACKGROUND

10. Pursuant to 5 M.R.S. § 207, unfair and deceptive acts or practices in the conduct of any trade or commerce are unlawful.

11. Pursuant to 5 M.R.S. § 209:

Whenever the Attorney General has reason to believe that any person is using or about to use any method, act or practice declared by § 207 to be unlawful and that proceedings would be in the public interest, he may bring an action in the name of the State against such person to restrain by temporary or permanent injunction the use of such method, act or practice and the Court may make such orders or judgments as may be necessary to restore to any person who has suffered any ascertainable loss by reason of the use or employment of such unlawful method, act or practice, any monies or property, real or personal, which may have been acquired by means of such method, act or practice....

12. Pursuant to 5 M.R.S. § 209, each intentional violation of 5 M.R.S. § 207 that results from unfair or deceptive conduct is a civil violation for which a penalty of up to \$10,000 may be imposed.

13. Pursuant to 14 M.R.S. § 1522(1)(A), should the State prevail in an action brought by the Attorney General to enforce 5 M.R.S. § 207, the Court shall allow litigation costs, including court costs, reasonable attorney's fees, and reasonable expert witness fees.

14. Pursuant to 10 M.R.S. § 1174(1), it is an unfair and deceptive practice for a dealer to engage in "any action which is arbitrary, in bad faith or unconscionable and which causes damage to the public."

15. Pursuant to 10 M.R.S. § 1174(4)(C), it is an unlawful unfair and deceptive practice for a dealer to use any false or misleading advertisement in connection with the dealer's business.

16. Pursuant to 10 M.R.S.A. § 1474, a dealer offering for sale, or selling, a used vehicle warrants that the dealer has inspected it and that:

- A. The vehicle meets inspection standards and displays a valid State inspection sticker issued within 60 days of the sale, pursuant to 29-A M.R.S. § 1754(1)(C); or
- B. The vehicle is a reconstructable, i.e., unsafe, motor vehicle (hereinafter, "UMV"), that does not meet inspection standards, and is in the condition specified in the inspection report on the Unsafe Motor Vehicle sticker (hereinafter, "UMV sticker") that must be affixed to the vehicle.

17. Pursuant to 10 M.R.S. § 1474 and 29-250 C.M.R. ch.104, § 1(E) (2010) of the Maine Used Car Information Act Sticker Rule (the "Sticker Rule"),

no dealer may sell, negotiate the sale of, offer for sale or transfer any UMV unless the dealer affixes a UMV sticker to it, which includes the following conspicuous notice:

## **UNSAFE MOTOR VEHICLE**

**THIS CAR DOES NOT MEET MAINE'S INSPECTION  
LAW AND IS UNSAFE TO DRIVE ON THE ROAD.  
THIS CAR WILL NEED TO BE REBUILT OR REPAIRED  
IN ORDER TO MEET MAINE'S INSPECTION LAWS  
AND BE SAFELY DRIVEN ON THE ROAD.**

A copy of the Sticker Rule and a UMV sticker are attached hereto as Exhibits A and B, respectively.

18. Pursuant to 10 M.R.S. § 1474 and § 1(E) of the Sticker Rule, a UMV must be inspected by a licensed inspection mechanic at a licensed inspection station no more than 60 days prior to the dealer's sale, negotiation for sale, offer for sale or transfer, and the inspection report on the UMV sticker must disclose all items that failed.

19. Pursuant to 10 M.R.S. § 1474 and § 1(E) of the Sticker Rule, the dealer must obtain the buyer's signature and date on the UMV sticker prior to selling or transferring a UMV, and must immediately provide a signed and dated yellow copy to the buyer.

20. Pursuant to 10 M.R.S. § 1474 and § 1(E) of the Sticker Rule, the dealer cannot remove the yellow copy of the UMV sticker from the UMV.

21. Pursuant to 10 M.R.S. § 1474 and § 1(E) of the Sticker Rule, a UMV sold by a dealer must be towed from the dealership lot.

22. Pursuant to 10 M.R.S. § 1474 and § 1(E) of the Sticker Rule, the dealer must keep the pink copy of the signed and dated UMV sticker for a period of 3 years from the date of sale or transfer.

23. Pursuant to 10 M.R.S. § 1475 and § 1(C) of the Sticker Rule, a dealer selling any used vehicle, including a UMV, must affix a disclosure statement - the *Used Vehicle Buyer's Guide* (hereinafter, the "*Buyer's Guide*") - to it that provides certain information about the vehicle. A copy of the *Buyer's Guide* is attached hereto as Exhibit C.

24. Pursuant to 10 M.R.S. § 1475(2-A)(C) and § 1(C)(2)(c) of the Sticker Rule, the dealer must disclose in the *Buyer's Guide* each mechanical defect known to the dealer at the time of sale, even if it has been fully repaired.

25. Pursuant to § 1(F) of the Sticker Rule, a violation of the Sticker Rule is *prima facie* evidence of an unfair trade practice in violation of 5 M.R.S. § 207.

26. Pursuant to 10 M.R.S. § 1477, any violation of §§ 1474 and 1475 constitutes a violation of 5 M.R.S. § 207.

## V. FACTS

27. Geiser seeks to attract buyers for his used vehicles who have financial problems, by using such statements as:

- A. Whether you have slow credit or no credit, whether you've gone through bankruptcy or repossession, come in to our dealership and let us help you get into your next vehicle;
- B. Apply now and get instant approval;

C. If you have:

- As little as \$300 down
- Payments as low as \$50/week
- Proof of a job & driver's license

You're Approved!

28. Geiser's customers are typically consumers who have poor credit and are unable to obtain financing from other sources to buy a vehicle.

29. Geiser offers financing at interest rates that are at or near 18%, with installment payments due weekly or monthly.

30. Geiser buys most of his vehicles at auction, and he resells them to consumers for inflated prices.

31. Geiser claims, directly or by implication, that the used vehicles he promotes and sells are high quality, safe and dependable.

32. In truth and in fact, most of the vehicles that Geiser promotes and sells to consumers are older, high mileage models that are at or near the end of their useful lives.

33. Most of the vehicles that Geiser has promoted and sold to consumers through B2B and MMR are UUVs.

34. Many of the vehicles that Geiser promotes and sells to consumers also have mechanical defects.

35. Geiser represents to consumers that "most of our vehicles come with an extended warranty to cover major repairs if needed," implying that an extended warranty is included in the purchase price of a vehicle.

36. In truth and in fact, none of the vehicles that Geiser sells come with such an extended warranty. A consumer must buy a service contract at an additional – and often substantial – cost to obtain possible coverage for major repairs, which is subject to many limitations and exclusions.

37. Geiser has added the cost of a service contract to a vehicle's total price without the consumer's consent.

38. Upon information and belief, the only warranty that Geiser provides on the vehicles he sells is a two-week warranty on State inspection-related items.

39. Geiser has completed the inspection reports on UMV stickers affixed to U MVs displayed for sale without having a licensed inspection mechanic do an inspection.

40. A consumer cannot take a U MV out on the road for a test drive.

41. Once the financing on a vehicle has been approved, the consumer executes sales and financing documents, including a "Used Car Buyer's Order" (the "Buyer's Order"), and pays Geiser a down payment.

42. The Buyer's Order states that the vehicle meets State inspection standards, which is not true if it is a U MV.

43. Geiser does not require consumers who buy a U MV to sign and date the U MV sticker, and he does not give them the yellow copy.

44. Upon information and belief, Geiser removes the yellow copy of the U MV sticker after the U MV is sold, and does not retain the signed and dated pink copy for three years.



45. Geiser does not require consumers who purchase a UMV to tow it from the lot.

46. Geiser tells a consumer who purchases a UMV that it has to go into the shop for an inspection sticker, and that he or she must return at a specified date to pick it up.

47. Upon information and belief, Geiser does not give consumers a list of repairs and parts provided to their UMV after the sale, including those required for an inspection sticker.

48. Many consumers find that their vehicle is not ready when Geiser promised, and they are repeatedly put off, sometimes for days or weeks.

49. Consumers have made loan and insurance payments for a vehicle that they did not have because Geiser failed to deliver it when promised.

50. Geiser has told some consumers that the vehicle they purchased was no longer available, and that they would have to take another vehicle instead.

51. Upon information and belief, Geiser has submitted financing and title applications that were not signed by the consumer.

52. Geiser fails to disclose known mechanical defects on the *Buyer's Guide* for vehicles that he promotes and sells to consumers.

53. Many consumers have purchased a vehicle that was given an inspection sticker by Geiser when the vehicle should not have passed inspection.

54. Many consumers who have purchased a vehicle from Geiser experience major mechanical and/or inspection-related problems within a few days or weeks, which render it unsafe or inoperable.

55. When consumers complain, Geiser often refuses to investigate the problems with the vehicle.

56. Geiser engages in a pattern of behavior in responding to consumer complaints that is rude and abusive, and calculated to discourage consumers from seeking redress.

57. When Geiser has agreed to fix a vehicle, he often fails to do so correctly or in a timely manner, necessitating repeat trips by the consumer that are burdensome and costly.

#### COUNT I

##### (Deceptive Claims)

58. Plaintiff repeats and realleges the preceding paragraphs of this Complaint.

59. Geiser has engaged in a pattern or practice of making deceptive claims, including that the vehicles he promotes and sells are high quality, safe and dependable; that most of the vehicles he promotes and sells come with an extended warranty to cover major repairs if needed; and that the UMV listed on a Buyer's Order meets State inspection standards, in violation of 10 M.R.S. § 1174(4)(C) and 5 M.R.S. § 207.

60. Geiser's conduct as described herein is intentional.

## COUNT II

### (Deceptive Acts)

61. Plaintiff repeats and realleges the preceding paragraphs of this Complaint.

62. Geiser has engaged in a pattern or practice of performing deceptive acts, including completing inspection reports on UMV stickers that are affixed to UMVs displayed for sale without having a licensed inspection mechanic do the inspections; providing inspection stickers to vehicles that should not have passed inspection; submitting title and financing applications that were not signed by the consumer; and adding the cost of a service contract to the total price of a vehicle without the consumer's consent, in violation of 5 M.R.S. § 207.

63. Geiser's conduct as described herein is intentional.

## COUNT III

### (Unlawful Sales of UMVs)

64. Plaintiff repeats and realleges the preceding paragraphs of this Complaint.

65. Geiser has violated 10 M.R.S. § 1474(4) and § 1(E) of the Sticker Rule by:

- A. Completing an inspection report on a UMV sticker affixed to a UMV displayed for sale without having a licensed inspection mechanic do the inspection;
- B. Failing to obtain the buyer's signature and date on the UMV

sticker, and to give the buyer the requisite copy prior to sale;

- C. Failing to retain the requisite copy of the signed and dated  
UMV sticker for a period of 3 years;
- D. Removing the yellow copy of the UMV sticker from a UMV  
that he sells; and
- E. Failing to require the consumer who buys a UMV to tow it  
from the lot.

66. Pursuant to § 1(F) of the Sticker Rule, a violation of the Sticker Rule is *prima facie* evidence of an unfair trade practice in violation of 5 M.R.S. § 207.

67. Pursuant to 10 M.R.S. § 1477(1), a violation of 10 M.R.S. § 1474 constitutes an unfair and/or deceptive trade practice in violation of 5 M.R.S. § 207.

68. Geiser's conduct as described herein is intentional.

#### COUNT IV

(Failure to Disclose Known Mechanical Defects)

69. Plaintiff repeats and realleges the preceding paragraphs of this Complaint.

70. Geiser has violated 10 M.R.S. § 1475 and the § 1(C) of the Sticker Rule by failing to disclose known mechanical defects in the *Buyer's Guide* for the U MVs and other used vehicles that he promotes and sells.

71. Pursuant to § 1(F) of the Sticker Rule, a violation of the Sticker Rule is *prima facie* evidence of an unfair trade practice in violation of 5 M.R.S.

§ 207.

72. Pursuant to 10 M.R.S. § 1477, any violation of §§ 1474 and 1475 constitutes an unfair and deceptive trade practice in violation of 5 M.R.S. § 207.

73. Geiser's conduct as described herein is intentional.

#### COUNT V

(Unlawful Provision of State Inspection Stickers)

74. Plaintiff repeats and realleges the preceding paragraphs of this Complaint.

75. Geiser has violated 29-A M.R.S. § 1754(1) by placing State inspection stickers on vehicles to be operated on a public way that did not meet State inspection standards.

76. Pursuant to 29-A M.R.S. § 1754(3), any violation of § 1754 constitutes an unfair and deceptive trade practice in violation of 5 M.R.S. § 207.

77. Geiser's conduct as described herein is intentional.

#### COUNT VI

(Failure to Timely Deliver Vehicles)

78. Plaintiff repeats and realleges the preceding paragraphs of this Complaint.

79. Geiser has engaged in a pattern or practice of failing to timely deliver to consumers the vehicles purchased by them, which constitutes an unfair trade practice in violation of 5 M.R.S. § 207.

80. Geiser's conduct as described herein is intentional.

COUNT VII

(Failure to Provide List of Repairs/Parts)

81. Plaintiff repeats and realleges the preceding paragraphs of this Complaint.

82. Geiser has engaged in a pattern or practice of failing to give consumers a list of repairs/parts that he has provided to their vehicles, including those required for a State inspection sticker, which constitutes an unfair trade practice in violation of 5 M.R.S. § 207.

83. Geiser's conduct as described herein is intentional.

COUNT VIII

(Unlawful Response to Consumer Complaints)

84. Plaintiff repeats and realleges the preceding paragraphs of this Complaint.

85. Geiser has engaged in a pattern or practice of responding to consumer complaints that is rude, abusive and calculated to discourage consumers from seeking redress, which constitutes an unfair trade practice in violation of 10 M.R.S. § 1174(1) and 5 M.R.S. § 207.

86. Geiser's conduct as described herein is intentional.

COUNT IX

(Misrepresentation of Sales of U MVs)

87. Plaintiff repeats and realleges the preceding paragraphs of this Complaint.

88. Geiser has engaged in a pattern or practice of misrepresenting his sales of UMVs as those of ordinary used vehicles, which constitutes an unfair and deceptive trade practice, in violation of 10 M.R.S. § 1174(1) and 5 M.R.S. § 207.

89. Geiser's conduct as described herein is intentional.

COUNT X

(Failure to Timely Repair and to Correct Repairs)

90. Plaintiff repeats and realleges the preceding paragraphs of this Complaint.

91. Geiser has engaged in a pattern or practice of failing to timely repair consumers' vehicles that he has agreed to fix, and to timely correct his faulty repairs, which constitutes an unfair trade practice in violation of 5 M.R.S. § 207.

92. Geiser's conduct as described herein is intentional.

RELIEF REQUESTED

WHEREFORE, the State respectfully requests that this Court:

1. Declare that Geiser has violated:

A. 10 M.R.S. § 1174(1) and 5 M.R.S. § 207 by:

- i. Misrepresenting his sales of UMVs as those of ordinary used vehicles; and
- ii. Responding to consumer complaints in a manner that is rude, abusive and calculated to discourage consumers from seeking redress;

- B. 10 M.R.S. § 1174(4)(C) and 5 M.R.S. § 207 by making deceptive statements in connection with his promotion and sale of U MVs and other used motor vehicles;
- C. 10 M.R.S. § 1474(4), § 1(E) of the Sticker Rule and 5 M.R.S. § 207 by failing to comply with statutory and regulatory requirements in connection with his promotion and sale of U MVs;
- D. 10 M.R.S. § 1475, § 1(C) of the Sticker Rule and 5 M.R.S. § 207 by failing to disclose known mechanical defects in the *Buyer's Guide* for the U MVs and other used vehicles that he promotes and sells;
- E. 29-A M.R.S. § 1754(1) and 5 M.R.S. § 207 by providing State inspection stickers to vehicles that should not have passed inspection; and
- F. 5 M.R.S. § 207 by:
  - i. Performing deceptive acts in connection with his promotion and sale of U MVs and other used motor vehicles;
  - ii. Failing to have a licensed inspection mechanic inspect U MVs that he promotes and sells before completing the inspection reports on the U MV stickers; and
  - iii. Failing to timely deliver to consumers the vehicles purchased by them;



- iv. Failing to provide consumers with a list of repairs/parts provided to their vehicles after sale; and
- v. Failing to timely repair vehicles that he has agreed to repair, and to timely correct his faulty repairs.

2. Pursuant to 5 M.R.S. § 209 and M.R. Civ. P. 65, permanently enjoin Geiser and any entity in which he has an ownership interest, together with his partners, officers, agents, servants, employees, relatives and attorneys, and those persons in active concert or participation with him who receive actual notice of the injunction, from engaging in the business of promoting, selling and/or financing used motor vehicles, including those designated as Unsafe Motor Vehicles, within the State of Maine.

3. Pursuant to 5 M.R.S. § 209, determine the amount that Geiser shall pay in restitution for consumers who have suffered financial loss as a result of their unlawful practices, following a claims process that is designed and administered by the Attorney General and approved by the Court.

4. Pursuant to 5 M.R.S.A. § 209, order Geiser to pay a civil penalty of \$10,000 per violation for each intentional violation of the UTPA.

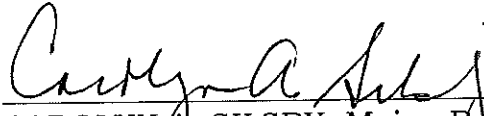
5. Pursuant to 5 M.R.S.A. § 209 and 14 M.R.S. § 1522(1)(A), order Geiser to pay the Attorney General her litigation costs, including court costs, reasonable attorney's fees, and reasonable expert witness fees.

6. Order such other and further relief as the Court may deem necessary to remedy the effects of Geiser's unfair and deceptive trade practices.

Dated at Augusta, Maine the 11<sup>th</sup> day of July, 2014.

Respectfully submitted,

JANET T. MILLS  
Attorney General

A handwritten signature in cursive script, appearing to read "Carolyn A. Silsby", written over a horizontal line.

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**Chapter 104: RULES FOR THE USED CAR INFORMATION ACT**

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**SUMMARY:** This Chapter outlines the duties and responsibilities of the Used Car Dealer pursuant to the Used Car Information Act, 10 M.R.S.A. §§ 1471 – 1478

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**MAINE USED CAR INFORMATION ACT STICKER RULE****SECTION 1. GENERAL DUTIES OF A USED CAR DEALER****A. DEFINITIONS**

1. "Consumer" means any person who is not a used vehicle dealer, and a person defined as a "purchaser" at 10 M.R.S.A. §1471, sub-§6.
2. "Dealer" means any person or legal entity which meets the Used Car Information Act definition of "dealer" at 10 M.R.S.A. §1471, sub-§2.
3. "Implied warranty" means an implied warranty arising under the Maine Uniform Commercial Code, 11 M.R.S.A. §2-314 (as modified by the Magnuson-Moss Act) in connection with the sale by a dealer of a used vehicle that is still within its useful life.
4. "Mechanical defect" means any defect, failure or malfunction of the mechanical system of a motor vehicle, including but not limited to the motor and transmission, electrical, hydraulic or suspension system, and any defect, damage, failure or malfunction that significantly affects the safety or normal use of a motor vehicle.
5. "Motor vehicle" means any automobile or truck with a gross vehicle weight of not more than 10,000 pounds, and does not include motorcycles.
6. "Service contract" means a contract in writing for any period of time or any specific mileage to refund, repair, replace or maintain a used vehicle, and which is provided at an extra charge beyond the price of the used vehicle.
7. "Substantial damage" means damage by collision, water, fire or other means to the motor vehicle so substantial that if known to the consumer it would affect the consumer's decision to purchase the car or the price the consumer would be willing to pay.

8. "Used vehicle" means any vehicle driven more than the limited use necessary in moving, road testing or consumer test drives of a new vehicle prior to delivery to a consumer "Used Vehicle" includes "program" or "executive" cars, but does not include any vehicle sold only for scrap or parts (title documents surrendered to the state and a salvage certificate issued). Any vehicle which meets the definition of a "reconstructable motor vehicle" at 10 M.R.S.A. §1471, sub-§6-A is considered a "used vehicle."
9. "Warranty" means any undertaking in writing, in connection with the sale by a dealer of a used vehicle, to refund, repair, replace, maintain or take other action with respect to such used vehicle and provided at no extra charge beyond the price of the used vehicle. Also included in this Used Car Information Act definition is any representation by a dealer which meets the definition of "warranty" at 10 M.R.S.A §1471, sub-§8.
10. "You" means any dealer, or any agent or employee of a dealer, except where the term appears on the window form required by this rule.
11. "Reconstructable motor vehicle" means a used motor vehicle that does not meet inspection standards and does not have an inspection sticker affixed to it.

#### B. USED CAR INFORMATION ACT VIOLATIONS

1. **Misrepresentations.** It is a violation of the Maine Used Car Information Act, 10 M.R.S.A. §1475:
  - (a) To misrepresent in writing the mechanical condition of a used vehicle (verbal misrepresentation may be a violation of common law or statutory law such as the Maine Unfair Trade Practices Act or the Maine Uniform Commercial Code);
  - (b) To misrepresent in writing the terms of any warranty offered in connection with the sale of a used vehicle; and
  - (c) To represent in writing that a used vehicle is sold with a warranty when the vehicle is sold without any warranty.
2. **Failure to Disclose.** It is a violation of the Maine Used Car Information Act, 10 M.R.S.A. §1475:
  - (a) To fail to disclose in writing, prior to sale, that a used vehicle is sold without any warranty; and
  - (b) To fail to make available, prior to sale, the terms of any written warranty offered in connection with the sale of a used vehicle.
  - (c) To fail to disclose in writing, on the window form, that a vehicle has a major mechanical defect, even if that defect has been fixed, if you are aware of it.

- (d) To fail to disclose in writing, on the window form, that a vehicle has had substantial damage from collision, fire, water or any other means, if you are aware of it.

### C. CONSUMER SALES - BUYER'S GUIDE WINDOW FORM

It is a violation of the Maine Used Car Information Act, 10 M.R.S.A. §1475, for any dealer to fail to comply with the following requirements:

1. **General Duty.** Before you offer a used vehicle for transfer or sale to a consumer or another dealer, you must prepare, fill in as applicable and display on that vehicle a "Buyer's Guide" as required by this Rule.
  - (a) Use a side window to display the form so both sides of the form can be read, with the title "Buyer's Guide" facing to the outside. You may remove a form temporarily from the window during any test drive, but you must return it as soon as the test drive is over.
  - (b) The capitalization, punctuation and wording of all items, headings and text on the form must be exactly as required by this Rule. The entire form must be printed in 100% black ink on a white stock no smaller than 12 ½ inches high by 8 ½ inches wide in the type styles, sizes and format indicated in the sample form in Appendix D, with no additions or deletions.
2. **Directions for Filling Out Buyer's Guide.** When filling out this Buyer's Guide form, follow the directions (a) through (m):
  - (a) Make, Model, Model Year, VIN. Put the vehicle's name (for example, "Chevrolet"), model (for example, Vega), model year and complete vehicle identification number (VIN) in the spaces provided. You may write the dealer stock number in the space provided or you may leave this space blank.
  - (b) Prior Use. Enter the principal manner that the vehicle was used by the former owner, such as personal transportation, police car, daily rental car, taxi or other descriptive term.
  - (c) Mechanical Defects. Enter a statement identifying any and all mechanical defects known to you at the time of sale. You must make this disclosure even if the defect has been fully repaired. A reconstructable vehicle must be disclosed as an "unsafe vehicle".
  - (d) How Acquired. Enter the type of sale by which you acquired the vehicle, such as trade-in, sheriff's sale, repossession, dealer auction, out-of-state dealer auction or other descriptive term.

- (e) Substantial Damage. Enter a statement identifying any and all substantial damage that the vehicle has sustained that is known to you, including damage to the body or engine from collision, fire, water or other causes. You must make this disclosure even if the damage has been fully repaired.
- (f) Warranty of Inspectability. Except for reconstructable motor vehicles, clearly labeled as an "Unsafe Motor Vehicle", you cannot sell or transfer a vehicle unless it meets the State inspection standards and displays a valid inspection sticker issued to your dealership during the last 60 days prior to the date of sale or transfer. This box must be checked unless the vehicle is a reconstructable motor vehicle. Neither you nor the buyer can reduce or negotiate away this warranty.
- (g) No Express Warranty Except That Vehicle Can Pass State Inspection. If you offer the vehicle without any dealer express warranty, except the warranty that it can pass inspection, check this box. If you offer the vehicle with a dealer express warranty or with implied warranties, or with both, then check the appropriate boxes below this section of the Buyer's Guide.
- (h) Dealer Express Warranty. If you offer the vehicle with an express warranty, briefly describe the warranty terms in the space provided. This description must include the following warranty information:
  - (i) Whether the warranty offered is "Full" or "Limited". Mark the box next to the appropriate designation.
  - (ii) Which of the specific systems are covered (for example, "engine, transmission, differential"). You cannot use shorthand, such as "drive train" or "power train" for covered systems.
  - (iii) The duration (for example, "30 days or 1,000 miles, whichever occurs first"),
  - (iv) The percentage of the repair cost paid by you (for example, "The dealer will pay 100% of the labor and 100% of the parts.")
  - (v) If you charge the consumer a deductible for each repair, enter the amount in the space provided here or list separate deductibles on the "Duration" line.
  - (vi) If the vehicle is still under the manufacturer's original warranty, you must add the following paragraph below the "Full/Limited Warranty" disclosure: "MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on the vehicle. Consult the manufacturer's warranty booklet for details as to warranty coverage, service location, etc."

- (vii) If, following negotiations, you and the buyer agree to changes in the warranty coverage, mark the changes on the form, as appropriate. If you first offer the vehicle with an express warranty, but then sell it without one, cross out the original warranty offer and mark the "No Express Warranty" box.

If your express warranty requires the consumer to pay a deductible, enter the amount and terms on the line provided.

- (i) Service Contracts. If you make a service contract available on the vehicle, you must mark the box provided below the warranty disclosure area.
- (j) Implied Warranties. In many cases you may disclaim the protection provided consumers by the Maine implied warranty laws. These laws include the Warranty of Merchantability (i.e., the vehicle is fit for the ordinary purposes for which such vehicles are used) and the Warranty of Fitness (i.e., you know the consumer is relying on your specific advice as to whether the car is fit for a particular purpose). Assuming the car is still within its useful life and has not been abused by its other owners, if you have not disclaimed implied warranties (by checking the "No" box), you may be responsible for:
  - (i) repairing defects in materials or workmanship that were not apparent when you sold the vehicle; or
  - (ii) for accepting back the car if it is not fit for the specific purpose you advised it was suitable for.

However, pursuant to the Magnuson-Moss Warranty Act (15 U.S.C. §2301 *et seq.*), under certain circumstances your right to limit implied warranties is not absolute. For example, if you offer a dealer express warranty then you may only limit implied warranties to the duration of the express warranty and if you wish to so limit them you should check that box. Further, you may not disclaim or limit implied warranties at all if you sell the customer a service contract for the used car within 90 days of the sale of the car. For example, if you sell the purchaser a service contract, you cannot disclaim implied warranties and should not check the Implied Warranty "No" box.

- (k) Important Information: Prior Titled Owner's Name And Address Is Available From The Dealer Upon Request. Maine law requires the dealer to promptly disclose upon request of any person the name and address of the previous owner of the motor vehicle. The prior owner's name and address as given on the title are public record and disclosure does not violate privacy laws.
- (l) Vehicle Returned To Manufacturer. This vehicle has been the subject of a "Lemon Law" complaint. If a used vehicle has been returned to a

manufacturer because of warranty defects, you must give consumers any details known to you.

- (m) **Complaints.** In the space provided under "Notice of Breach of Warranty" put the name, title and telephone number of the person who should be contacted if any complaints arise after sale. If warranty repairs are not to be performed at your dealership, you must put the name, address and other identifying information of each facility within a radius of 50 miles of the dealer's place of business to which the vehicle may be brought for repairs, replacement of parts and other service under the warranty.

#### D. WINDOW FORM GIVEN TO BUYER

1. **Form given to buyer.** Give the buyer of a used vehicle sold by you the window form described above containing all of the disclosures required by the Rule and reflecting the warranty coverage agreed upon. If you prefer, you may give the buyer a copy of the original, so long as that copy accurately reflects all of the disclosures required by the Rule and the warranty coverage agreed upon.
2. The white copy of the window form is given to the buyer and the copy with an original signature of the buyer is to be kept in your files.
3. **Incorporated into contract.** The information on the final version of the window form is incorporated into the contract of sale for each used vehicle you sell to a consumer. Information on the window form overrides any contrary provisions in the contract of sale. To inform the consumer of these facts, include the following language in 10 pt. bold caps in each consumer contract of sale:  
  
"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract or sale."
4. **Contrary statements.** You may not make any statements, oral or written, or take other actions which alter or contradict the disclosures required above.
5. **Warranty negotiations.** You may negotiate over express warranty coverage, as long as the final warranty terms are described in the contract of sale and summarized on the copy of the window form you give to the buyer.

#### E. CONSUMER SALES -- UNSAFE MOTOR VEHICLE WINDOW FORM

1. The vehicle must be inspected at a licensed state safety inspection station. The "UNSAFE MOTOR VEHICLE" form must be completed and signed by a licensed inspection mechanic at a licensed inspection station.
2. The form must have the following information:
  - a. The make, model, year and vehicle identification number



- b. The signature of the inspection mechanic
  - c. The inspection station number
  - d. The date that the inspection was done.
  - e. Disclosure of items that fail the inspection.
- 3. The form must be affixed to vehicle. The yellow copy of the "UNSAFE MOTOR VEHICLE" window form must be affixed to the vehicle prior to displaying the vehicle for sale.
  - 4. At the time of sale have the buyer sign the white and pink copy of the form. Give the yellow copy of the form to the buyer. Keep the signed pink copy for your records.
  - 5. The car cannot be driven from your dealership lot.
  - 6. You cannot remove the yellow copy of the "UNSAFE MOTOR VEHICLE" form from the vehicle.

**F. UNFAIR TRADE PRACTICES**

Violations of any of these Rules is prima facie evidence of an unfair trade practice in violation of 5 M.R.S.A. §207 (1979).

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STATUTORY AUTHORITY 10 M.R.S.A. §1474 subsection 4F

EFFECTIVE DATE:

May 24, 1988

EFFECTIVE DATE (ELECTRONIC CONVERSION):

May 4, 1996

AMENDED:

September 26, 1998; also converted to MS Word format

NON-SUBSTANTIVE CORRECTION:

March 6, 2006 – missing Appendix D inserted

AMENDED:

July 5, 2009 – filing 2009-289

NON-SUBSTANTIVE CORRECTION:

July 8, 2010 – Appendix D updated

## Unsafe Motor Vehicle

# UNSAFE MOTOR VEHICLE

THIS CAR DOES NOT MEET MAINE'S INSPECTION LAWS AND IS UNSAFE TO DRIVE ON THE ROAD. THIS CAR WILL NEED TO BE REBUILT OR REPAIRED IN ORDER TO MEET MAINE'S INSPECTION LAWS AND BE SAFELY DRIVEN ON THE ROAD.

The following inspection report should be reviewed carefully before purchasing this vehicle:

Make DODGE Year 1996  
Model CARAVAN VIN \_\_\_\_\_

	PASS	FAIL	COMMENT*
A. Body components;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
B. Brakes;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
C. Exhaust system;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
D. Glazing;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
E. Horn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
F. Lights and directional signals;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
G. Rearview mirrors;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
H. Reflectors;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
I. Running gear;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
J. Safety seat belts;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
K. Steering mechanism;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
L. Tires;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
M. Windshield wipers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
N. Catalytic Converter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
O. Fuel filler neck restriction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____

John Smith  
Inspection Mechanic

97,567  
Mileage

ED  
Buyers Signature

2901  
Inspection Station #

12/20/04  
Date of Inspection

12/21/04  
Date of Sale

THIS VEHICLE MUST BE TOWED FROM THIS LOCATION

\*Voluntary comments by the inspecting mechanic

COPIES: WHITE-OWNER, CANARY-VEHICLE WINDOW, PINK-DEALER

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Form UMV-82